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INTERSTATE COMMERCE COMMISSION

SUPPLEMENT TO
RAILROAD EQUIPMENT LEASE AND AGREEMENT

THIS SUPPLEMENT TO LEASE AND AGREEMENT, dated as of February 15, 1974 between ALLTANK EQUIPMENT CORP., a Delaware corporation ("Lessor"), having an address in care of Hubbard, Westervelt & Mottelay, Inc., One Liberty Plaza, New York, New York 10006, and ALLIED CHEMICAL CORPORATION, a New York corporation ("Lessee"), with a principal office at Columbia Road and Park Avenue, Morris Township, New Jersey and post office address at P. O. Box 1219R, Morristown, New Jersey 07960.

WHEREAS, Lessor and Lessee have entered into a Railroad Equipment Lease and Agreement dated as of July 15, 1972, and supplemented by a Supplement to Railroad Equipment Lease and Agreement dated as of June 15, 1973 (the "Lease"), whereby Lessor has leased to Lessee certain railroad cars listed and described in Schedule A to the Lease; and

WHEREAS, on the date of the delivery hereof Lessee has sold to Lessor certain additional railroad cars which Lessee desires to lease from Lessor in substitution for certain Cars presently subject to the Lease, as provided in Section 15 of the Lease;

NOW, THEREFORE, for and in consideration of the payments stipulated in the Lease to be made by Lessee, and the covenants

and agreements therein contained to be kept and performed by Lessee, Lessor and Lessee agree as follows:

1. Lessor does by these presents lease to Lessee the railroad cars listed and described in Schedule A attached hereto and made a part hereof (the "Substituted Cars"). The Substituted Cars are hereby made subject to the Lease and shall be included in the term "Cars" as used therein.

2. The term of the Lease is hereby terminated as to the 56 railroad cars listed in Category XXIV of the Lease and described as having GCX identifying marks 413000 through 413054 and GCX identifying mark 413069 (the "Replaced Cars").

3. Schedule A to the Lease is hereby amended by adding thereto the description set forth in Schedule A hereto of the Substituted Cars and by deleting therefrom the description of the Replaced Cars.

4. Lessee acknowledges delivery of the Substituted Cars to it as Lessee and its acceptance and possession hereunder. Lessee has examined and is familiar with Lessor's title to the Substituted Cars and has found the same to be satisfactory for all purposes hereunder. Lessor makes no warranty or representation whatsoever, express or implied, in respect of the Substituted Cars, either as to their fitness for use, design or condition, as to quality of the material or workmanship therein, or as to Lessor's

title thereto or otherwise, it being agreed that all such risks are to be borne by Lessee. Lessor hereby irrevocably appoints and constitutes Lessee its agent and attorney-in-fact for and in its name and behalf and for the account of Lessee to make and enforce, from time to time, at Lessee's sole cost and expense, whatever claim or claims Lessor may have against the seller or the manufacturer of the Substituted Cars under any warranty, express or implied, in respect thereof.

5. Except as amended hereby, the Lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.

ALLTANK EQUIPMENT CORP.

Attest:

By

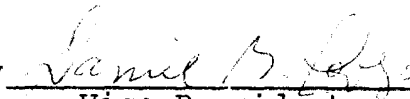

Vice President


Assistant Secretary

ALLIED CHEMICAL CORPORATION

Attest:

By


Vice President


Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of February, 1974, before me personally came William V. Moore, to me known, who being by me duly sworn, did depose and say that he resides at 119 Midland Ave, Bronxville, NY.; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Gilbert H. Bleich
Notary Public

GILBERT H. BLEICH
Notary Public, State of New York
No. 31-0318850
Qualified in New York County
Commission Expires March 30, 1975

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MORRIS)

On the 8th day of February, 1974, before me personally came DANIEL B. LOVEJOY, to be known, who being by me duly sworn, did depose and say that he resides at 29 Kings Hill Court, Summit, New Jersey; that he is a Vice President of ALLIED CHEMICAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Arthur Shackelford
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 5, 1975

SCHEDULE A

Description of the Cars

<u>Number of Cars</u>	<u>GCX Identifying Marks</u>		<u>D.O.T. Spec.</u>	<u>Capacity</u>	<u>Type of Service</u>	<u>Date of Acquisition</u>
	<u>From</u>	<u>To</u>				
11	413093	413103	111A 100 W2	13,600 gal.	Sulfuric Acid	April, 1973
7	416070	416076	111A 100 W1	16,250 gal.	Caustic Soda	December, 1972
29	945506	945534	LO-Hopper	5,250 gal.	HDPE	September, 1973